

MEMORANDUM OF AGREEMENT
Between the
VIRGIN ISLANDS DIVISION OF PROPERTY AND PROCUREMENT
On behalf of the
VIRGIN ISLANDS DIVISION OF PERSONNEL
And the
UNIVERSITY OF THE VIRGIN ISLANDS

THIS AGREEMENT made this 26th day of June, 2017, by and between the **VIRGIN ISLANDS DIVISION OF PROPERTY AND PROCUREMENT**, of Bldg #1 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands, on behalf of the **VIRGIN ISLANDS DIVISION OF PERSONNEL**, No. 3438 Kronprindsens Gade, St. Thomas, U.S. Virgin Islands 00802 (hereinafter "the Government") and the **UNIVERSITY OF THE VIRGIN ISLANDS**, No. 2 John Brewers Bay, St. Thomas, U. S. Virgin Islands 00802, an instrumentality of the Government of the United States Virgin Islands (hereinafter "the University").

WITNESSETH:

WHEREAS, the Division of Personnel (hereinafter "DOP" or "Division"), pursuant to Title 3 Virgin Islands Code, Chapter 25, is required to promote the cause of professional development, organizational effectiveness, employee classification, and human resources management for public employees, and achieve a cadre of highly trained and appropriately compensated public officers throughout the Virgin Islands, and is authorized to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty; and

WHEREAS, DOP recognized the critical need for improvements in organizational effectiveness across the public service with the potential to increase efficiency, effectiveness, productivity, service delivery, re-organization, and streamlining at nationally recognized standards; and

WHEREAS, DOP understands the critical need to remain current with employee classification through the redesign of job descriptions and the redesign of the existing classification plan; and

WHEREAS, DOP desires to complete a workload analysis/work process analysis and an executive classification and compensation study including market comparison of the numerous job positions in the public service resulting in the redesign of the compensation plan and the establishment of internal and external equity; and

WHEREAS, DOP and the University through its Institute for Leadership and Organizational Effectiveness (ILOE) desire to perform the work for the DOP as described above consisting of two phases; and

WHEREAS, the Consultancy will provide enhanced flexibility in compensation, market adjustments, career advancement, competency-based and academic strengthening and skill-building; help build competencies and career readiness skills; reward individuals at a level commensurate to their skills and productivity; provide appropriate human resources tools in support of a "world class" public service; increase efficiency, productivity and service delivery effectiveness; promote good citizenship and ethical

Initials: DOP MP UVI JK

responsiveness through activities and challenging work assignments that will be challenging, engaging, and motivating; and provide mentoring and other experiential learning opportunities that has the potential to make the public service stronger mentally, socially, and emotionally; and

WHEREAS, the University, an instrumentality of the Government of the United States Virgin Islands represents that it is willing to continue and is capable of providing such services; and

WHEREAS, the Government is authorized to enter into this agreement pursuant to Title 31 Virgin Islands Code, Chapter 23, Section 243, which provides for Inter-governmental transactions; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, both parties do covenant and agree as follows:

1. **SERVICES.** The University will be responsible for providing the services set forth in Addendum I (Scope of Services) attached hereto, incorporated herein by reference, and made a part of this Contract.
2. **TERM.** This Contract is subject to the approval of the Governor of the Virgin Islands and upon said approval, shall be effective for the term commencing May 01, 2017, and shall terminate on April 30, 2018.
3. **COMPENSATION.** The Government in consideration of the services provided by the University agrees to pay the University the sum not to exceed **ONE HUNDRED SEVENTY THREE THOUSAND (\$173,000.00)** for all three phases in accordance with the provisions set forth in Addendum II attached hereto, incorporated herein by reference, and made a part of this Contract.
4. **CONDITION PRECEDENT.** This Agreement shall be subject to the availability and appropriation of funds.
5. **EFFECTIVE DATE.** The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.
6. **FISCAL RESPONSIBILITY.**
 - (a) The University of the Virgin Islands shall prepare and submit to the Government detailed expenditures generated for each activity based on the amount disbursed by the Government in Addendum II.
 - (b) The University shall maintain an account in a federally insured banking institution as a depository for the federal funds. The University will not commingle the federal funds received from this project with non-federal funds or other project funds.
 - (c) The University shall expend the funds in accordance with all applicable local and federal laws, rules and regulations.

- (e) The University shall return to DOP for its disposition, any sum of money which the University, its auditors or any other authorized representative has determined was not utilized in conformity with this Agreement or remains unspent at the termination of this Agreement.

7. **WITHHOLDING OF PAYMENT.** If any term or condition is not performed under this Agreement, the Division will have the right to withhold any payment or appropriation due to the University. The Division will notify the University in writing in the event that it elects to exercise its right to withhold under this paragraph.

8. **RECORDS.** The University shall maintain precise records of all activities commenced in the performance of this Agreement and when applicable will present records of time and/or money expended under this Agreement. The University will not disclose or make available this material to any third parties without first giving notice to the Division and receiving written authorization from the Division.

9. **INTELLECTUAL PROPERTY OWNERSHIP.** The University assigns to DOP its entire right, title and interest in anything created or developed by the University for DOP under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due the University under this Agreement. The University shall, at no charge to DOP, execute and aid in the preparation of any papers that DOP may consider necessary or helpful to obtain or maintain—at DOP's expense—any patents, copyrights, trademarks or other proprietary rights.

10. **TERMINATION.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice to the other party specifying the date of termination. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred, or which have been obligated, in accordance with the terms of this Agreement prior to the effective date of termination.

11. **NON-DISCRIMINATION.** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on the basis of race, creed, color, sex, religion, national origin or disability.

12. **DEBARMENT CERTIFICATION.** By execution of this Memorandum of Agreement, the University certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The University shall include this provision in each of its sub-contracts hereunder and shall furnish its sub-contractors with the current "**LIST OF PARTIES EXCLUDED FROM PROCUREMENT OR NON-PROCUREMENT.**" In the event the University or its sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the University or subcontractor agrees that it shall not be entitled to payment for any work performed under this agreement or sub-contract and that the University or its sub-contractor shall promptly reimburse the Government for any progress payments heretofore made.

13. **NOTICE.** Any notice required herein shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Lloyd Bough, Commissioner ~~Nominee~~
Division of Property & Procurement
Sub Base, Building No. 1
St. Thomas, U.S. Virgin Islands 00802

Milton Potter, Director
Division of Personnel
3438 Kronprindsens Gade
GERS Building 3rd Floor
St. Thomas, U.S. Virgin Islands 00802

David Hall, S.J.D, President
University of the Virgin Islands
No. 2 John Brewers Bay
St. Thomas, U.S. Virgin Islands 00802

14. **ASSIGNMENT.** This Agreement shall not be subcontracted or assigned to any other party without prior consent of the Division.

15. **GOVERNING LAW.** This Agreement shall be governed by the laws of the U.S. Virgin Islands without regard to conflict of laws principles. Any and all suits for the enforcement of this Agreement shall be filed and maintained in a court of competent jurisdiction in the U.S. Virgin Islands.

16. **AMENDMENTS AND MODIFICATIONS.** No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such a signed writing or writings.

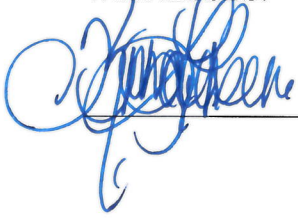
17. **MERGER CLAUSE.** This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Agreement, are of no force or effect.

18. **FALSE CLAIMS.** The University warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the Government of the Virgin Islands, or any officer, Division, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. The University acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

19. **NOTICE OF FEDERAL FUNDING.** The University acknowledges that this Agreement is funded, in whole or in part, by federal funds. University warrants that it shall not, with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious or fraudulent. The University acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.


WITNESSES:




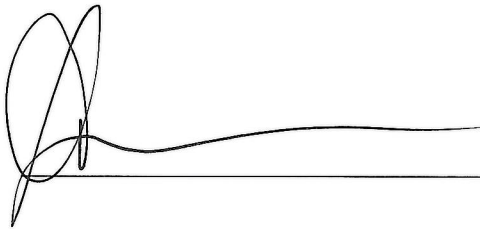
GOVERNMENT OF THE VIRGIN ISLANDS
DIVISION OF PROPERTY AND PROCUREMENT

 4/2/17
Lloyd Bough Date
Commissioner Nominee

DIVISION OF PERSONNEL

 3-1-17

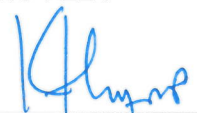
 3/1/17
Milton Potter Date
Director



UNIVERSITY OF THE VIRGIN ISLANDS

 3/7/17
David Hall Date
President

APPROVED:



KENNETH E. MAPP
Governor of the Virgin Islands

06-26-17
Date

Approved for Legal Sufficiency  5/31/17
AAG Date

Purchase Order No.: _____

UVI Account Code No.: _____